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AGREEMENT

1980

1982



7/1/80 to 6/30/82

LOWER CAMDEN COUNTY REGIONAL HIGH SCHOOL DISTRICT NUMBER ONE
BOARD OF EDUCATION

&

LOWER CAMDEN COUNTY REGIONAL HIGH SCHOOL DISTRICT NUMBER ONE
EDUCATION ASSOCIATION

AGREEMENT DRAFT

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PROVISIONS OF AGREEMENT

- A. This Agreement shall be construed as Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.
- B. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual teacher, heretofore, or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital, or handicapped status.
- E. Proposed new rules or modifications of existing rules governing terms and conditions of employment shall be negotiated with the majority representative before they are established.
- F. Copies of this Agreement shall be printed and the expense shared between the Board and the Association on an agreed format and quantity, within sixty (60) days after the Agreement is signed. Copies shall be made available to the Association.
- G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following address:
 1. If by Association, to Board at: 200 Coopers Folly Road, Atco, NJ 08004
 2. If by Board, to Association at: Building of the Current President of Association.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certificated, contractual, and tenure personnel employed by the Board including those on leave.
 1. Including: Teachers - Librarians - Social Workers - Psychologists - Nurses - Guidance Counselors - Learning Disability Specialists
 2. Excluding: All full-time administrative and supervisory personnel and all other non-certificated personnel.
- B. Unless otherwise indicated, the term, "teacher" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.
- C. The Association shall be required to show proof that they represent the majority of the teachers in this unit.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. "Grievance" - a "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions negatively affecting a teacher or a group of teachers.
2. "Aggrieved Person" - an "aggrieved person" is the person making the claim.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. A grievance to be considered under this procedure must be initiated in writing within thirty (30) calendar days from the time when the grievant knew or should have known of its occurrence.
 - a. Failure at any step of this procedure to communicate the decision on the grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed waiver of further appeal of the decision.
 - b. It is understood that any aggrieved person shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any affect thereof shall have been duly determined.
 - c. Time limits - Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.
 - (1) In the event one of the parties becomes incapacitated, the time limits may be extended by mutual agreement.
 - d. All meetings and hearings under this procedure should be handled with discretion.
2. Any aggrieved person who has a grievance shall discuss it first with his/her principal (or immediate administrator if applicable) in an attempt to resolve the matter informally at that level. If the matter cannot be resolved informally, the aggrieved person may file a formal written grievance with the principal. The principal shall give his/her decision in writing within five (5) school days of receipt of the written grievance.

ARTICLE III

GRIEVANCE PROCEDURE (Con't.)

7. Securing services of an arbitrator:

- a. The following procedure shall be used to secure the services of an arbitrator:
 - (1) Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the American Arbitration Association to submit a second roster of names.
 - (3) If the parties are unable to determine within ten (10) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
 - b. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board. The recommendations of the arbitrator shall be binding.
 - c. Rights of teachers to representation:
 - (1) Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by the Association or by a representative selected or approved by the Association.
 - (2) When an aggrieved person is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the superintendent, or or at any later level, be notified by the superintendent that the grievance is in existence, and shall be notified of the result.
8. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE V

SCHOOL CALENDAR

- A. The superintendent shall prepare a school calendar for recommendation to the Board after consulting with the Association to receive its suggestions and recommendations.
- B. The number of teacher days (exclusive of first year teachers) will be 186.
 - 1. Check-out will commence 1:00 P.M. on the 186th day.

ARTICLE VI

TEACHER-ADMINISTRATION LIAISON AND INSTRUCTIONAL COUNCIL

- A. The association shall select a Liaison and Instructional Council Committee for each school building which shall meet with the Principal at the call of either party after school, during the school year, to review and discuss local problems and practices.
 - 1. Meetings and agenda shall be mutually agreed upon and shall not be more than one per month.
- B. The Association's representatives, which shall be not more than three (3) per building, shall meet with the Superintendent at the call of either party during the school year to review and discuss current school problems and practices and the administration of this Agreement.
 - 1. These meetings will take place after school, and there will be no extra compensation for attending these meetings regardless of their length.
 - 2. Meetings and agenda shall be mutually agreed upon and shall be limited in number to one meeting per month.

ARTICLE VII

TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their tentative class and/or subject assignment, tentative building assignment, and room assignments for the forthcoming year not later than the last day of school.
- B. In the event that changes in such schedules, class, and/or subject assignment, building assignment or room assignment are proposed, the teacher affected shall be notified promptly in writing by a letter sent to the summer address previously designated by the teacher.
- C. Every teacher is to participate fully in State Evaluations, Middle States Evaluations, and Curriculum Development.

ARTICLE IX

TEACHER EVALUATION AND FAIR DISMISSAL PROCEDURE

- A. Any non-tenure teacher subject to recommendation by the Administration or non-renewal of contract shall be notified in writing of any action or other matter which appears to exist and may possibly result in the teacher's future dismissal or non-renewal of contract.
- B. Teacher evaluation and fair dismissal procedure shall be in accordance with the Statutes.
 1. Written notice will be presented to the employee by April 30, upon realization that the matter in question may jeopardize the teacher's employment status.
 2. Teacher evaluation/observation reports should specifically state when a job is in jeopardy.
- C. Tenure teachers shall receive their final evaluation no later than June 1.

ARTICLE X

TRANSFERS

A. Voluntary transfers and re-assignments:

1. No later than April 15th of each school year, the Superintendent shall deliver to the Association a list of the known vacancies which shall occur during the following school year, and post in each school building.
2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than May 1st. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference. A new request must be submitted in writing each school year if the request is not granted on the initial application.

B. Involuntary transfers and re-assignments:

1. No vacancy shall be filled by means of involuntary transfer or re-assignment if there is a qualified volunteer (as determined by the Superintendent) available to fill said position.
2. When an involuntary transfer is necessary, all factors, including length of service, shall be considered by the Superintendent making the decision.
3. When all other factors are equal (as determined by the Superintendent) length of service shall be the deciding factor.

ARTICLE XI

TEACHING HOURS AND TEACHING LOAD (Con't)

2. Except in extreme emergencies they will not be assigned the following:
 - a. study halls
 - b. homerooms
 - c. bus duty
 - d. corridor duty
 - e. cafeteria supervision
 3. They will have one (1) fifteen (15) minute coffee break in the morning.
 4. They will have a fifty (50) minute duty-free lunch period.
 5. They will devote all of their working hours to the responsibilities of their position.
- E. Teachers shall be required to report for duty twenty (20) minutes before the opening of the pupils' school day and shall be permitted to leave following the departure of the school buses at the close of the pupils' normal school day.
1. In addition, teachers shall be required to remain two (2) days per week for forty (40) minutes following the departure of the school buses, for staff meetings, student tutoring, or related instructional activities.
 - a. At the discretion of the principal, with the approval of the Superintendent, the time may be varied not to exceed eighty (80) minutes per week.
 2. On Fridays or on days preceding holidays or vacations, the teachers' day shall end following the departure of the school buses.
 3. Abbreviated days designated as parent conferences, in service, or workshops, are considered full teacher days and dismissal shall be at the normal closing time.
- F. No teacher shall be assigned to, or expected to discharge any duties outside the in-school day unless such duties are a part of a financially compensated extra-curricular activity.
- G. Teachers may volunteer to cover assignments.
- H. Department Heads shall not be assigned more than five (5) student instructional-supervision periods each day and shall be excused from regular study hall duties and homeroom assignments.
1. A student instruction-supervision period means any period during which a teacher is responsible for directing the learning of, or supervising the behavior of students.

ARTICLE XVI

COMPLAINT PROCEDURE

A. Statement of Purpose:

1. To provide procedures for the investigation of a complaint involving pupil and teacher, or parent and teacher.
2. The Board of Education shall inform the complaining party there is a procedure that has been established for the resolving of complaints and shall encourage the utilization of said procedure.

B. Procedural Steps:

1. Teacher and pupil or teacher and parent may confer at this step to attempt to resolve any and all complaints. Any unresolved complaints will then be processed through.
 2. Any complaint unresolved under Step 1, will be reviewed by the building principal or assistant principal in an attempt to resolve the matter to the satisfaction of all parties concerned. If the matter still remains unresolved it will then be processed through Step 3.
 3. Any complaint not resolved at Step 2 submitted by the complainant to the building principal, shall be forwarded to the superintendent and a copy forwarded also to the teacher or teachers involved.
 4. Upon receipt of the written complaint the Superintendent will confer with all parties. The teacher has the right to be present at all meetings of the Superintendent and the complainant. This right includes representation by any representative of the teacher's choosing at any meetings with the Superintendent or at any meetings between the Superintendent and the complainant.
 5. If the Superintendent is unable to resolve this complaint to the satisfaction of all parties concerned, he shall forward the results of his investigation along with his recommendation, in writing, to the Board of Education and a copy to all parties concerned.
 6. After receipt of the Superintendent's findings and recommendations, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board of Education and show cause why the Superintendent's recommendations should not be followed. All parties shall have the right of representation by any representative of the parties' choosing.
 7. Copies of the action taken by the Board of Education shall be forwarded to all parties.
- C. In the event that a complainant refuses to utilize the above complaint procedure, the Board shall hear the complaint but render no decision regarding its merit until the complained against party or their representative is afforded an opportunity to present its position to the Board.

ARTICLE XIX

PROMOTIONS

- A. All vacancies in administrative or instructional supervisory positions, promotional in nature, caused by death, retirement, discharge, resignation, or by the creating of new positions, shall be filled pursuant to the following procedure:
1. Such vacancies shall be adequately publicized, including a notice in every school (by position, through the Superintendent's bulletin, or otherwise) as far in advance of the date of filling such vacancy as possible (ordinarily at least thirty (30) days in advance and in no event less than seven (7) days in advance).
 - a. In addition, the Superintendent may concurrently publicize the position outside the school district.
 - b. Vacancies which arise during July and August shall be posted in the District Administrative offices of the Board and also in each school.
 - c. Staff members who wish to be considered for a promotion to a position which may develop during the summer must submit each year, during the month of June, a letter to the Superintendent notifying him of their desire. Should an opening occur for which a staff member is qualified, a registered letter will be sent to the address he/she designates as his/her summer address. On October 1, the Superintendent may destroy all letters.
 2. Said notice of vacancy shall clearly set forth the qualifications for the position.
 3. Vacancies shall be filled on the basis of fitness for the vacancy as determined by the Board of Education. Consideration will be given to qualified applicants within the school district.
 4. Qualified persons who desire to apply for such vacancies shall file their applications in writing with the office of the Superintendent within the time limit specified in the notice.
 5. Promotional positions are defined as follows:
 - a. Positions paying a salary differential
 - b. Positions on the administrative-supervisory level including, but not limited to, positions such as:

(1) Assistant Superintendent	(6) Department Head
(2) Administrative Assistant	(7) Department Chairman
(3) Principal	(8) Counselor
(4) Assistant Principal	(9) Coordinator
(5) Supervisor of Instruction	
 6. The Board shall request recommendations from the Superintendent and may require that individual interviews be scheduled, but reserves the right to make all final decisions regarding appointments.

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

NOTIFICATION OF COURSE BEING TAKEN

TO: Superintendent of Schools

FROM: _____ (Name of Employee)

DATE: _____

I plan to take the following graduate course/courses for which I will request reimbursement:

NAME OF UNIVERSITY OR COLLEGE: _____

COURSE NO. _____ TITLE: _____

COURSE NO. _____ TITLE: _____

COURSE NO. _____ TITLE: _____

SEMESTER TO BE TAKEN:

____ Summer

____ Fall

____ Spring

The course or courses will be taken and completed in the fiscal year:

JULY 1, 19 ____ ending JUNE 30, 19 ____.

ESTIMATED COSTS: Tuition: \$ _____ Other: \$ _____ TOTAL: \$ _____

Tuition: \$ _____ Other: \$ _____ TOTAL: \$ _____

Tuition: \$ _____ Other: \$ _____ TOTAL: \$ _____

SIGNATURE OF EMPLOYEE: _____ DATE: _____

NOTE: Upon receiving this form, the Superintendent will affix his signature and return a copy to the employee as an acknowledgment.

SIGNATURE OF SUPT.: _____ DATE: _____

ARTICLE XXIV

LEAVES OF ABSENCE

- A. The Board agrees that up to four (4) teachers designated by the Association shall, upon request, be granted a leave of absence, without pay, for up to two (2) years for the purpose of engaging in activities of the Association.
 1. If a request were made for leave for four persons in the same school or in the same department, the Superintendent shall exercise discretion regarding their release.
- B. A leave of absence, without pay, for up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher and is a full-time participant in either of such programs or accepts a Fulbright Scholarship.
- C. A teacher under contract with the Board who shall be called into the service of his/her country as a result of due processes of the Selective Service System shall be placed upon military leave of absence, in accordance with the Statutes of the State of New Jersey (Section 18A:6-33) and the ruling of the Attorney General for such time as the teacher shall remain in military service. The teacher shall, upon written application, be entitled to re-employment in the original or similar position together with the necessary salary adjustment to which he/she is entitled by virtue of his/her combination of military service and teaching experience provided that:
 1. The teacher makes such application for re-employment within ninety (90) days after release from the military service.
 2. The separation from military service shall be any type other than dishonorable.
 3. That in the computation of salary benefits the teacher shall be entitled to increments based upon either his/her military service or the crediting of such service as teaching done, but in no circumstances to be granted double increments for the same period of time.
 4. Further, that at the time of applying for reinstatement, the teacher provides acceptable proof of his/her military service and of his/her type of separation as required by the Statutes of the State of New Jersey (Section 18A:6-33) and the interpretations thereof by the Attorney General, during the period of such military service the Board shall pay for the teacher his/her pension annuity contribution which shall be adjusted annually in accordance with the automatic increments of the particular salary schedule then in full force and effect.
- D. Nothing contained above shall in any way be construed as to prevent the Board from considering the needs of the district at the time the teacher applies for reinstatement or to require the Board to re-employ a teacher returning from military leave when the circumstances have dictated a reduction in force and all remaining teachers have seniority due to tenure. In such instances, the particular teacher shall be placed on a waiting list in accordance with his/her rank.
- E. Time spent by a teacher in military service may count toward salary and toward meeting requirements for permanent certification, but shall not count as time credited toward tenure.
- F. A leave of absence, without pay, for up to two (2) years may be granted for the purpose of caring for a sick member of the teacher's immediate family, or a member of the household for whom the teacher is legally receiving an income tax deduction.

ARTICLE XXV

SABBATICAL LEAVES (Con't.)

- F. All of the course work for the graduate program must be completed during the Sabbatical year period.
- G. The thesis does not have to be completed during the Sabbatical leave year.
- H. If the original program is not approved, it can be adjusted for approval later.
- I. No one is eligible for more than one (1) Sabbatical leave.

ARTICLE XXVI

DEATH IN FAMILY

- A. Every teacher shall be granted personal leave, without deduction, of up to five (5) days in case of a death within the immediate family (father, mother, brother, sister, husband, wife, child, mother-in-law, father-in-law), and one (1) day in case of other close relatives (uncle, aunt, grandmother, grandfather, grandchild, cousin.)
- B. This personal leave is in no way accumulative.

ARTICLE XXVII

HEALTH PROTECTION

- A. The Board shall provide annual chest x-rays, flue shots, and annual medical examinations to all employees in accordance with the Statutes.

ARTICLE XXVIII

HEALTH INSURANCE PROTECTION

- A. The Board shall continue to provide the New Jersey Health Benefits Program for all employees and their dependents.
 - 1. Those teachers electing not to subscribe to the New Jersey Health Benefits Program may elect to have a premium paid for Washington National Insurance.
 - a. The annual premium paid by the Board shall not exceed the annual premium of a single subscriber to New Jersey Health Benefits Program.
 - 2. In the case of a husband-wife team employed within the district, only one spouse may select a plan covering dependents; the other spouse may elect to have a premium paid to Washington National Insurance or premium paid to a Health Maintenance Organization, however the annual premium paid by the Board shall not exceed the annual premium of a single subscriber to New Jersey Health Benefits Program.
- B. Prescription Drug Plan - The Board of Education shall provide a \$1.00 deductible prescription drug plan.
 - 1. Teacher applicants agree to select minimum coverage suitable in their particular circumstances; i.e. single teachers shall not apply for family plan, etc.
 - 2. Only one spouse of a husband-wife team employed within the district will be eligible for the program.

ARTICLE XXIX

SALARIES AND EXTRA COMPENSATION (Con't.)

- E. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day, if possible.
 - 1. Teachers shall receive their final checks as far in advance of the June 30th pay day as possible.
- F. All salary deductions will be made by the Secretary in accordance with the Statutes.
- G. The Board will provide for payroll deductions for one tax sheltered annuity program.
- H. Positions in bedside instruction and behind the wheel driver's education will be reimbursed at the rate of \$10.00 per hour.
- I. The extra compensation in Instruction and Coaching covered by this Agreement are set forth in the attached schedules.

ARTICLE XXX

SALARY AND EXTRA COMPENSATION GUIDES - Extra Compensation - Instructional Schedule
Based upon Step #1 - Bachelor's Instr. Salary Scale

	<u>OVERBROOK SENIOR</u>	<u>OVERBROOK JUNIOR</u>	<u>EDGEWOOD SENIOR</u>	<u>EDGEWOOD JUNIOR</u>
Audio Visual Aids	4%	4%	4%	4%
Class Advisors:				
Senior Class	4%		4%	
Junior Class	4%		4%	
Sophomore Class	3%		3%	
Freshmen Class		1½%		1½%
8th Grade Class		1½%		1½%
7th Grade Class		1½%		1½%
Dramatics	4%		4%	
Majorettes & Drill Squad	7%		7%	
National Honor Society*	2½%	2½%	2½%	2½%
School Newspapers	4%	2½%	4%	2½%
School Yearbook **				
Editorial Advisor	4%		4%	
Business Advisor	2½%		2½%	
Student Government	7%	2½%	7%	2½%
Stage Manager	4%	4%	4%	

*Board reserves right to select someone other than a unit member

**May be filled by one or two persons

Extra Compensation - Coaching Schedule
Based upon Step #1 - Bachelor's Instr. Salary Scale

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
<u>Baseball, Softball, Hockey, Soccer, Girls' Track</u>						
Head Coach	9%	9%	10%	11%	12%	13%
Assistants	7%	7%	8%	9%	10%	11%
<u>Basketball (Boys&Girls),Wrestling</u>						
Head Coach	10%	10%	11%	12%	13%	14%
Assistants	6%	7%	8%	9%	10%	11%
<u>Cross Country,Tennis,Golf</u>						
Head Coach	5%	5%	6%	7%	8%	8%
Assistants	4%	4%	5%	6%	7%	7%
<u>Football</u>						
Head Coach	11%	12%	13%	14%	15%	16%
Assistants	8%	8%	9%	10%	11%	12%
<u>Track (All Seasons)</u>						
Head Coach	10%	10%	11%	12%	13%	14%
Assistants	5%	6%	7%	8%	9%	10%
<u>Intramurals</u>						
Jr. High Only						2%
<u>Cheerleaders</u>						
Grades 10,11,12 Fall Season 9-1 to 12-15						4%
Grades 10,11,12 Wint. Season 12-1 to 3-15						5%
Grade 9						6%
<u>Assistant to Supervisor of Athletics & Physical Education</u>						8%

AGREEMENT ADDENDUM

Extra Compensation - Coaching Schedule
Based upon Step #1 - Bachelor's Instr. Salary Scale

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
<u>Baseball, Softball, Hockey, Soccer, Track (Boys & Girls)</u>						
Head Coach	9%	9%	10%	11%	12%	13%
Assistants	7%	7%	8%	9%	10%	11%
<u>Cross Country, Tennis, Golf, Track (Winter)</u>						
Head Coach	5%	5%	6%	7%	8%	8%
Assistants	4%	4%	5%	6%	7%	7%

This Addendum to the original agreement shall be effective July 1, 1980 and shall continue in effect until June 30, 1982.

In witness thereof, the parties hereto have caused this Addendum to the original agreement to be signed by their duly authorized officers as of March 17, 1980.

Board of Education Lower Camden County Regional H.S. Dist. #1:

Mary Jane Oehle
President

Attest: Vera M. Sullivan
Secretary

Education Association-Lower Camden County Regional High School Dist. #1:

Eleanor Fischler
President

Attest: Sally A. Doser
Secretary